

THE THIRD AGREEMENT.

tent of swamp, including lakes or ponds therein situated, or land unsaleable and wholly valueless, to ordinary settlers, lying together within such north eastern boundary, and that by such report, the quantity shall be found to be less than 50,000 acres, the company shall pay for the number of acres by which it shall fall short of 50,000, in the same manner as hereinafter provided, in regard to the excess, if any, of the whole tract over 1,100,000 acres.

13thly.—Should the Huron tract upon actual survey, be found to contain more than eleven hundred thousand acres, the company are to pay for the excess at the price fixed for the other lands in the same tract, should it be found to fall short of the above amount, a rateable deduction shall be allowed to the company.—The additional 100,000 acres being granted in lieu of all claims or exceptions which might be advanced by the company, under the 12th article of the second agreement hereinbefore mentioned, it is admitted at the same time, that the part of that clause which provides, that the lands so objected to, and “which shall have been decided to be totally unfit for cultivation, shall be thenceforth considered as having lapsed to the crown, and to belong exclusively to the crown,” shall cease to operate, the present agreement being, that the tract of 1,100,000 acres, including swamps, lakes, sand hills, and such other varieties of soil as it may contain, shall belong and be granted to the company on payment of the price formerly agreed on for the million of acres.

L.S.

Scaled by order of the Court of Directors in our presence.

(Signed.)

SIMON MCGILLIVRAY, } *Directors of the*
JOHN HULLETT. } *Canada Company.*

YORK, U. C.

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